

COGBURN LAW
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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ERIC J. SCHWARTZ, an individual,
Plaintiff,

vs.

AMERASSIST A/R SOLUTIONS, INC., a
Nevada Corporation,
Defendant.

COMPLAINT
AND JURY DEMAND

Plaintiff, Eric J. Schwartz (hereinafter "Plaintiff"), by and through counsel, Cogburn Law,
hereby complains against Defendants as follows:

I. PRELIMINARY STATEMENT

1. This is an action for damages brought by an individual consumer for Defendant's
violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (hereinafter
"FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive, and unfair
practices.

1 **II. JURISDICTION AND VENUE**

2 **A. JURISDICTION OF THE COURT**

3 2. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d).

4 **B. VENUE**

5 3. Venue is proper in this District Court, particularly its unofficial southern district,
6 pursuant to 28 U.S.C. § 1391(b).

7 **II. PARTIES**

8 4. Plaintiff is a natural person residing in Clark County, Nevada.

9 5. Plaintiff is a “consumer” as defined by the FDCPA, 15 U.S.C. § 1692a(c).

10 6. Defendant AmerAssist A/R Solutions, Inc., (hereinafter “AmerAssist”) is a
11 company engaged in the business of collecting debts by use of the mails and telephone, and
12 regularly attempts to collect debts alleged to be due another.

13 7. Upon information and belief, AmerAssist is an entity licensed and doing business
14 in Nevada.

15 8. Upon information and belief, AmerAssist is licensed as a Collection Agency by the
16 Nevada Financial Institutions Division (License #CA10075).

17 9. AmerAssist is a “debt collector” as defined by the FDCPA, 15 U.S.C. § 1692a(6)
18 trying to collect a “debt” as defined by 15 U.S.C. §1692a(5).

19 **III. GENERAL ALLEGATIONS**

20 10. Plaintiff was contacted by AmerAssist regarding an alleged (hereinafter the
21 “AmerAssist Account”).

22 11. AmerAssist failed to serve a Dunning Letter on Plaintiff following the initial
23 contact.

24 12. Plaintiff wrote to AmerAssist requesting AmerAssist validate the debt.

1 13. Plaintiff did not receive a response to the validation.

2 14. Plaintiff did not receive a Dunning Letter following the initial contact by
3 AmerAssist.

4 15. AmerAssist's failure to respond to the debt validation letter and failure to serve a
5 Dunning Letter following the initial communication prevented Plaintiff from access to information
6 in order to understand whether the debt was his and should be paid.

7 16. Upon information and belief, the alleged debt AmerAssist seeks to collect was and
8 is beyond the statute of limitations in Nevada for contract-based claims.

9 **IV. CLAIMS FOR RELIEF**

10
11 **FIRST CLAIM FOR RELIEF**
(Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692)

12 17. Plaintiff realleges and incorporates all preceding paragraphs as if fully set out
13 herein.

14 18. AmerAssist's conduct was negligent or willful or both, rendering it liable for failing
15 to cease collection of an alleged debt, and not providing proper verification of the debt to the prior
16 to initiating a lawsuit, in violation of 1692g(b).

17 19. Upon information and belief, Defendant was negligent and/or willful, rendering it
18 liable for attempting to collect an improper balance due, fees, interests and/or expenses not
19 authorized or permitted by law, and in violation of 1692f(1).

20 20. As a result of the foregoing violations, AmerAssist is liable for actual damages,
21 including general damages and special damages in an amount to be proven at trial, but not less
22 than up to \$1,000 per violation, pursuant to 1692k(a)(1).

1 21. As a result of the foregoing violations, AmerAssist is liable for actual damages,
2 including general damages and special damages in an amount to be proven at trial, but not less
3 than up to \$1,000 per violation, pursuant to 1692k(a)(2)(a).

4 22. As a result of the foregoing violations, AmerAssist is liable for costs and reasonable
5 attorney fees pursuant to 1692k(a)(3).

6 23. Plaintiff hereby prays for actual damages under the FDCPA, and for statutory
7 damages as set forth above for each and every violation of the Fair Debt Collection Practices Act
8 proven at the trial of this case, and reasonable attorney fees and costs thereunder.

9 24. An actual controversy has arisen and now exists between the parties concerning
10 their respective rights and duties under the FDCPA. A judicial declaration that Defendant's actions
11 violated the FDCPA is necessary so that all parties may ascertain their rights and duties under the
12 law.

13 **V. PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff respectfully prays that judgment be entered against Defendant, on
15 all counts, for the following:

- 16 1. Declaratory judgment that Defendant's conduct violated the FDCPA;
- 17 2. Actual damages;
- 18 3. Statutory damages;
- 19 4. Punitive damages;
- 20 5. Costs and reasonable attorney fees; and
- 21 6. For such other and further relief as may be just and proper.

22 ...

23 ...

24 ...

1 **VI. JURY DEMAND**

2 Pursuant to Fed. R. Civ. P. 38(b) and the Seventh Amendment to the United States
3 Constitution, Plaintiff hereby demands a jury trial.

4 Dated this 9th day of October, 2020.

5 COGBURN LAW

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